

REQUEST FOR PROPOSAL (RFP)

RFP # CCD-07-047

Issue Date: March 14, 2007

Title: Virginia School Age Child Care Grant

Commodity Code: 95218

Location: Statewide

Contract Period: July 1, 2007 – June 30, 2008

Proposal Due Date & Time: April 30, 2007 (5:00 P.M.)

Issuing Agency: Commonwealth of Virginia
Department of Social Services
Division of Child Care and Development- 6th Floor
Richmond, VA 23219-3301

Sealed Proposals for providing the services described herein will be received subject to the conditions cited herein until the proposal due date and time shown above. **Proposals received after that time will not be considered. Proposals sent via e-mail or facsimile will not be accepted. PROPOSALS ARE TO BE MAILED OR HAND DELIVERED TO THE ADDRESS SHOWN ABOVE.**

All inquiries for information should be directed to: Carole Andrews - Phone: (804) 726-7643
e-mail: Carole.Andrews@dss.virginia.gov

In compliance with this Request for Proposals (RFP) and to all the conditions imposed therein and hereby incorporated by reference, the undersigned Applicant and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name of Organization: _____
Mailing Address: _____
City, State, Zip Code: _____
Phone: _____ Fax: _____
FEI / FIN #: _____

Authorized Representative Name (please print): _____

Signature (please sign in ink): _____

Title: _____ Date: _____
Phone: _____ E-mail (required): _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an applicant because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State law relating to discrimination in employment.

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REQUEST FOR PROPOSALS

2007 - 2008 VIRGINIA SCHOOL AGE CHILD CARE GRANT

I. PURPOSE

The Virginia Department of Social Services (VDSS) is issuing this Request for Proposals (RFP) to create and establish school and community partnerships that develop, support, and/or enhance quality Before and After School Child Care Program services for Virginia's low-income families and children. This grant is limited to school-age children **ages 5 through 12 only**. Before and after school child care programs must be provided in public or private school facilities or in community centers. The proposed projects should address locally identified needs and documentation of those identified needs must be included in the proposal.

Eligible applicants include statewide non-profit organizations, community-based organizations, school districts, institutions of higher education, or state and local governments in public or private school facilities or in community centers that provide before and after school child care for children ages 5-12. Child care facilities must be licensed, or regulated, and demonstrate substantial compliance with the Division of Licensing Programs standards and regulations. Allocations are being made available so communities may expand before and after school child care programs and significantly increase the quality of the programs to better meet the needs of children and families.

II. BACKGROUND

The School Age Child Care Grants (SACC) are competitive grants offered annually. The SACC Grants allow programs to offer before school and after school child care for children ages 5-12. These programs are located across Virginia, including areas that are more rural where child care services are limited. Child Care and Development Funds help support these programs. Approximately \$339,000 is set-aside for the grants from Child Care and Development Funds. Funding is authorized under the Child Care and Development Block Grant and is earmarked for school age initiatives. For additional information, the CAFD (Catalog of Federal Domestic Assistance) number is 93.575.

III. STATEMENT OF NEEDS

Applicants may request funding up to \$32,000. A minimum of 10% cash or in-kind match is required. Funding for program salaries may not exceed 25% of the award unless it is specifically used to pay salaries for child care staff to exceed Virginia Child Care Licensing Standards. Child care services may be provided in any public or private facility including schools, recreation centers, community centers, or other settings. Geographic and rural/urban representation, as well as diversity among project focus areas, are to be considered in awarding funding.

Community Centers are defined as facilities operated by non-profit community based organizations for the provision of recreational, social, or educational services to the general public. School-Age Children are defined as children ages five (5) through twelve (12). School Facilities are defined as classrooms and related facilities used for the provision of education.

Quality School Age Child Care

A quality child care program is a comprehensive program of learning and care that promotes positive growth and development for children in the cognitive, linguistic, social, physical, and emotional domains. It is a program that nurtures creativity, supports independent thinking, and encourages cooperative behavior. Quality programs prevent immediate and cumulative risks to the health, safety, and well-being of each child. Components of a quality program include, but are not limited to, the following:

- **Relationships**: Developing and maintaining positive, responsive, respectful, supportive interactions among and between children, parents, colleagues and the community.
- **Parental Involvement**: All aspects of the program are designed to facilitate parental involvement. Staff provides daily information with parents about their child's needs and activities. Written information about the program is provided to parents. Resources are shared with parents to support them in the parenting role.
- **Programming**: To serve the needs of school-age children, the program should provide the opportunity for: creative dramatics, science, art, music, and quiet and homework time. The after school program promotes nutrition and fitness that includes physically active play. Active play incorporates outdoor activities, group games, peer-to-peer active play, as well as individual active play. A program balance of quiet and active learning and play is expected.
- **Child Care Staff**: Child care staff members are educated about child development, specifically for school age children ages 5 through 12, and are able to speak and write business English to promote language development.

3.1 General Requirements

3.1.1 Within the below broad categories, applicants may apply for program components that are associated with the initial costs of planning or expanding a program, including staff positions and staff development and professional training pertaining to children ages five (5) through twelve (12). Proposals shall identify activities:

- a. To plan, develop, or establish quality child care services for before and/or after school care for children between the ages of 5-12; or
- b. To expand or improve existing child care services for before and/or after school care; or
- c. To plan, develop and implement community awareness activities for quality after school child care or professional training for potential school age child care providers, which will encourage interest in and provide specific information on the development and implementation of new school age child care programs.

3.1.2 Public awareness of before and/or after school programs and outreach to low-income working families is expected of all funded programs. Funded programs shall give priority to meeting the needs of children from low-income families and children with special needs, in keeping with federal rules and regulations. All applicants must be in compliance with Title III of the American with Disabilities Act.

3.1.3 To obtain funds for operations to continue existing before and after school programs wherein no expansion or improvement is planned, Before and After School Child Care Programs must target low income children and families and enable these children, whose families lack adequate financial resources, to participate.

3.1.4 Applicants may target specific populations of children in their funding requests such as disabled children, the older elementary school children, the homeless children, or the disadvantaged children. Without exception, all children served **must** be between the ages of 5-12.

3.1.5 Grant awards may be used for equipment, supplies, professional development, up to 25% of staff salaries and benefits, and other purposes that can demonstrate as directly related to program start up, expansion and/or quality enhancement.

3.1.6 Grant awards may not be used to purchase or improve land, or to purchase, or permanently improve any building or facility. Minor remodeling and upgrading of child care facilities to meet state and local child care standards, including applicable health and safety requirements, are allowable if needed to expand capacity.

3.1.7 Grant awards may not be used for the purchase of buses, vans, automobiles, televisions, camcorders, or computers.

3.2 Outcomes

Proposals must include measurable outcomes to achieve results in selected focus area(s). The clarity of the proposed outcomes and the performance measures that will be used to verify those outcomes are critical award criteria (See Attachment D). Applicants are to provide a brief statement of the desired outcomes of the program. Outcomes must be specific, quantitative and measurable.

3.3 Reports

Quarterly progress and financial reports must be submitted in a timely manner according to the schedule determined and communicated by the VDSS Grant Administrator. These records shall be available for review by the Commonwealth and expenditures will be monitored by VDSS. Failure to submit any required reports within the specified time period shall be cause for withholding requested reimbursements, revocation, termination or suspension of this contract. The sub-grantee must be capable of receiving report instructions and documents via email.

3.4 Expenditures

All expenditures made pursuant to this Contract shall be for services and related matters as described in the approved project work plan (See Attachment C), and must be in accordance with the laws of the Commonwealth of Virginia and the United States of America. Expenditures are also subject to the A-102 Common Rule and OMB Circular A-87. The web link to all Office of Management and Budget (OMB) Circulars can be found at <http://www.whitehouse.gov/omb/circulars/index.html>. Payment for services provided will be on a reimbursement basis.

3.5 Prohibited Expenditures: No contract funds shall be expended for the following:

- a) Any expenses other than those necessarily incurred in the performance of the Contract.
- b) Costs for which other sources of funds are available to carry out the purposes or activities of the project.
- c) The cost of meals for employees or officials of the Grantee except when on travel status.
- d) Costs incurred before the effective date of the Contract, unless incurred with the prior approval of VDSS, the Purchasing Agency.
- e) Payment of any consultant fee, or honorarium, to any officer or employee of VDSS or any State, municipality or local agency for services normally paid for by such employee's regular salary, wage, and overtime compensation to such officers and employees consistent with the established personnel policies of the employing agency.
- f) The payment of portions of any salary in excess of the proportion of actual time spent in carrying out the Contract.
- g) Deviations of greater than ten percent or \$500.00, whichever is more, of the budgeted line item contained in the Approved Budget without prior approval by VDSS.
- h) Equipment purchases of over \$500.00 without prior written approval from VDSS or unless specified in the approved budget.
- i) Any new construction, major repair, capital expenses, physical improvements, mortgage payments, or related interest payments, real estate or property taxes or entertainment.

3.6 Management:

The sub-grantee shall provide any and all fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as prescribed by VDSS to assure fiscal control, proper management, and efficient disbursement of funds received under this grant.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

- A. **General Requirements:** In order to be considered for a grant award, applicants must submit a complete response to this RFP.
1. Applicants are required to submit three (3) full proposals with original authorized signatures and three (3) copies. A full proposal includes the complete RFP, Project Narrative and completed Attachments A – G. The originals and each copy of the proposal should be stapled or clipped securely in the upper left corner. All additional documentation submitted with the proposals should be included with the originals and copies in a single volume. Original proposals and copies should not be submitted in 3-ring notebooks, folder or with spiral or other type binding.
 2. Proposals shall be signed by an authorized representative of the organization. Proposals that lack required signatures will not be considered. All information requested should be submitted. Failure to submit all information requested may result in VDSS requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
 3. Proposals that are substantially incomplete or lack key information may be rejected by VDSS at its discretion. Mandatory requirements are those required by law or regulation, or are such that they cannot be waived and are not subject to negotiation.
 4. Proposals should be prepared simply and economically, and include a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Proposals must be typed on single sided “8.5 x 11” white paper using a standard font size no smaller than 11 point and double spaced.
 5. The proposal may not exceed five (5) narrative pages. The following items will not be counted toward the five-page limitation: Attachments A - G, Letters of Support or Collaborative Agreement(s) and position descriptions or resumes of key staff and / or leaders of the project.
 6. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents that cross-references the RFP requirements.

7. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Applicant to satisfy a "must" or "shall" requirement does not automatically remove that Applicant from consideration; however, it may seriously affect the overall rating of the Applicants' proposal.
 8. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- B. **Specific Proposal Instructions:** Proposals should be as thorough and detailed as possible so the VDSS and a review committee may effectively evaluate the organization's capabilities to provide the proposed services. Applicants are required to submit the following items as a complete proposal, in the order listed below:
1. RFP AND ADDENDA

Return this complete RFP and all addenda acknowledgements, if any, signed and filled out as required.
 2. PROPOSAL SUBMISSION FORM

Page 1 of RFP signed in ink by authorized representative of applicant organization.

3. **COVER SHEET AND PROJECT SUMMARY - ATTACHMENT A**
Must include authorized signature, names and contact information for the people who play a key role in implementing the proposed project (Project Director, Project Administrator and Finance Officer – See Attachment G for definitions of these roles), and a 50-word description of proposed project.

Must identify project focus area(s) and include projected number of children to be served by the project according to identified categories (disadvantaged children, homeless children, low-income children, etc.)

4. **PROJECT NARRATIVE** (not to exceed 5 pages-double spaced)

Narratives that are concise and specific will be viewed most favorably. The narrative must be organized in the following order:

(a) **Brief Overview of Proposed Project**

- (i) Provide short summary and description of proposed project
- (ii) Include summary of goal(s), objective(s) and key activities of proposed project
- (iii) Indicate number of clients by geographic area to be served by proposed project and include demographic description of clients or project participants, if applicable

(b) **Needs Statement**

- (i) Describe the need for the services being proposed or the situation to be addressed and include relevant statistics that support need
- (ii) Define target population and geographic area to be served by project
- (iii) Describe how project relates to focus areas identified in RFP
- (iv) Describe input from clients or other stakeholders and community resources available to assist in implementation of project.

(c) **Experience of Applicant Organization**

- (i) Introduce organization, its history, mission, goals and experience and capabilities to implement the proposed project
- (ii) Provide current copy of the Virginia Department of Social Services Child Care License to operate and the facility inspection and compliance reports for previous 12 consecutive months.
- (iii) Describe key leaders and staff who would be involved with implementation of the project and provide resumes and/or job descriptions, if applicable

- (iv) Provide information about collaborative partners, their roles and experience
- (d) **Project Description**
 - (i) Include project's goals and objectives and if applicable, explanation of collaboration with other agencies and plans for sustainability
 - (ii) Describe proposed activities (outputs) to be conducted to achieve desired outcomes or objectives and state reason for the selection of activities. The project work plan (Attachment C) should provide additional detail of activities and timelines.
 - (iii) Identify all training curricula to be used (if applicable) and cost per participant if purchasing.
- (e) **Outcomes**
 - (i) Specifically describe the outcome(s) of the proposed project in measurable terms. Outcomes may include, but are not limited to, changes or benefits to those receiving the services that occur because of the project activities. Objectives are outcomes, not methods to achieve outcomes.
 - (ii) State the objective(s) of the proposed project activities to achieve the goals and objectives established. Include details on expected project deliverables, products and sustainability
- (f) **Evaluation and Performance Measurement**
 - (i) Present a plan for evaluating the accomplishment of the desired outcomes and state the criteria for success.
 - (ii) Describe what data will be collected and how the data will be collected. Describe how data will be analyzed and presented to determine effectiveness of project.

5. **ITEMIZED BUDGET AND NARRATIVE OF EXPENSES - ATTACHMENT B**

Complete and submit the Itemized Budget Sheet (Attachment B-1, B-2, B-3, B-4). Include a description of each proposed expenditure and justification of the proposed expenditure (explain the need for it). Expenses for employee salaries and benefits must be detailed. All expenses included in the proposal must be allowable under federal and state regulations, must be reasonable and necessary, and apply directly to the project.

6. WORK PLAN - ATTACHMENT C

Complete and submit the Outcomes/Activities Work Plan form. Describe the project methodology.

7. OUTCOMES AND PERFORMANCE MEASURE SUMMARY - ATTACHMENT D

Complete and submit Attachment D as a summary of the desired outcomes and how they will be measured.

8. ASSURANCES - ATTACHMENT E

Assurances must be signed by authorized representative of the organization and submitted with the proposal. Proposals that lack the authorized signatures will not be considered.

9. W-9 FORM - ATTACHMENT F

Complete and submit with the proposal

10. LETTERS OF SUPPORT AND COOPERATIVE AGREEMENTS

Two current letters of support from agencies and organizations directly involved in the proposed project or activity must be included, but will not be counted toward the five-page limitation for the Project Narrative.

Local Departments of Social Services or other public agencies must provide partnership or collaborative agreements with community-based organizations in order to submit a proposal.

11. PROPOSAL ENVELOPE / PACKAGE IDENTIFICATION:

If a special envelope is not provided, the signed proposal and all required attachments proposal should be returned in an envelope or package addressed as directed on Page 1 of the RFP. The package or envelope should be sealed and identified as follows:

From: (Name of Grantee) / (Street or Box Number) / (City, State, Zip)

Due Date & Time: April 30, 2007 at 5:00 p.m.

RFP Title: 2007 – 2008 VA School Age Child Care Grant

RFP #: CCD-07-047 Attn: Carole Andrews

Note: If a proposal not contained in a special envelope is mailed, the Applicant takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Applications may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other applications should be placed in the envelope. The closing date for receipt of proposals under this Request for Proposals is Monday, April 30, 2007 at 5:00 p.m. Late proposals will not be accepted.

V. EVALUATION AND AWARD CRITERIA:

- A. **Evaluation Criteria:** Proposals shall be evaluated by a review panel of VDSS staff that has demonstrated expertise in the human services field and will make programmatic and budgetary recommendations for grant awards. The recommendations for funding will be submitted to the Commissioner of the VDSS or his designee. The following criteria will be used in the review:
1. **Documentation of Needs (20 points)**
 - a) Assessment and documentation of need for the proposed project
 - b) Evidence of need/risks; demonstration of need for this funding in light of other funding being received in the community
 - c) The use of statistical data
 2. **Evidence of Capacity and Support (20 points)**
 - (a) Evidence of ability to implement the proposed project and resources to carry out the work plan and meet timelines
 - (b) Evidence of effective coordination of resources and related efforts in the community
 - (c) Evidence of commitment to continue programs/activities when grant funding ends
 3. **Quality of Project Design (30 points)**
 - (a) Quality of proposed strategies; clarity of design, feasibility and economy (project cost per participant) will be considered
 - (b) Innovative approaches, project objectives, planned activities and collaboration plans
 4. **Project Evaluation Plan and Impact (30 points)**
 - (a) Consideration of proposed outcomes, performance measures, needs addressed and sustainability.
 - (b) Outcomes based on the stated goals, objectives, and activities.

- B. **Award to Multiple Applicants:** Selection shall be made of applicants deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this RFP. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Code of Virginia, Section 2.2-4359D).

VI. REPORTING AND DELIVERY INSTRUCTIONS

The Grantee must furnish VDSS with regular project and financial progress reports and a final report in such form and quantity as VDSS may require, including but not limited to the following:

- A. Quarterly project progress reports on activities conducted and outcomes achieved during the reporting period.
- B. Quarterly financial progress reports and reimbursement request invoices that include supporting documentation for all expenses incurred during the reporting period.
- C. A final report, due no later than 45 days after the end of the grant contract period. The VDSS Grant Administrator will specify the format of the final report. The final report must include a comprehensive evaluation of the project's effectiveness and whether the anticipated outcomes were achieved. In addition and if applicable, the final report content should include the following:
 - 1. Briefly identify any barriers that were encountered and how they were addressed.
 - 2. Describe what remains to be accomplished in the original objectives and the plan for continuing the activities of the project and the sources of future funding.
 - 3. List any recommendation for future activities by VDSS or other agencies to meet the needs of those unmet by the grant.

VII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor, are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state, and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, applicants certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000.00, the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - (c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of #1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, applicants certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other applicant, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, applicants certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **F. DEBARMENT STATUS:** By submitting their proposals, applicants certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **G. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective applicant has questions about the specifications or other solicitation documents, the prospective applicant should contact the representative whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer/buyer for this solicitation.

J. **PAYMENT**

1. **To Prime Contractor:**

- (a) Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- (b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- (c) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- (d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- (e) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- (a) A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract;
or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- (b) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- (c) Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF APPLICANTS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the applicant to perform the services/furnish the goods and the applicant shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect applicant's physical facilities prior to award to satisfy questions regarding the applicant's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such applicant fails to satisfy the Commonwealth that such applicant is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:**

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - (a) By mutual agreement between the parties in writing; or
 - (b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

- (c) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.
- Q. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- R. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- S. For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.
- T. **NONDISCRIMINATION OF CONTRACTORS:** An applicant, bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the applicant, bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

VIII. SPECIAL TERMS AND CONDITIONS

- A. **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM:** Each applicant certifies, that it has executed and has on file, an Equal Employment Opportunity Program which conforms to the provisions of *28 CFR Section 42.301, et. seq.*, Subpart E, or that in conformity with the foregoing regulation, no Equal Employment Opportunity Program is required. The applicant organization having 50 or more employees who would receive amounts of \$500,000 or more, or grants which in the aggregate exceed \$500,000 or more, in any fiscal year must submit a copy of their Equal Employment Opportunity Plan (EEO) to VDSS for review. For continuation grant funding that exceed these amounts in any fiscal year the applicant must submit a statistical update from the previous year’s plan.

The applicant/sub grantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to VDSS.

- B. **DEFAULT AND/OR CANCELLATION OF GRANT/CONTRACT:** In the case of failure to deliver services in accordance with the terms and conditions, VDSS, after due oral and written notice, may procure them from other sources. The purchasing agency reserves the right to cancel and terminate any resulting grant/contract, in part or in whole, without penalty, upon sixty (60) days written notice to the sub grantee. In the event the initial grant period is for more than 12 months, the resulting grant/contract shall be terminated by either party, without penalty, after the initial 12 months of the grant period upon 60 days written notice to the other party. Any grant cancellation notice shall not relieve the sub grantee of the obligation to deliver and/or perform all services agreed to prior to the effective date of cancellation.
- C. **RENEWAL OF GRANT:** This grant may be renewed by VDSS upon written agreement of both parties for three successive one-year periods, under the terms of the current grant, and at a reasonable time (approximately 60 days) prior to the expiration.
- D. **EQUIPMENT:** Total requests for equipment costs in excess of \$500 are not allowed. Equipment purchased under the terms of this grant shall be limited to equipment indicated in the approved budget. Equipment purchased under this grant shall be retained by the sub grantee during the period of performance of the grant. Ownership of equipment purchased under this grant may revert to VDSS at the end of the grant period when ownership is requested by VDSS in writing. No depreciation or use charges on equipment purchased under this grant shall be claimed on this or any future grant with VDSS or any of its agents.
- E. **GRANTEE PERFORMANCE:** VDSS may monitor and evaluate the grantee's performance under the grant through analysis of required reports, expenditure statements, site visits, interviews with, or surveys of relevant agencies/ organizations and individuals having knowledge of the grantee's services or operations, audit reports, and other mechanisms deemed appropriate by the purchasing agency. Performance under this grant shall be a primary consideration for extension of this grant and may be a consideration in future grant awards and negotiations.
- F. **CONFIDENTIALITY:** Any information obtained by the sub grantee and its representatives concerning recipients of services under this agreement shall be treated as confidential in accordance with relevant provisions of state and federal law.
- G. **CONFIDENTIALITY OF RESEARCH INFORMATION:** Research information identifiable to an individual, which was obtained through a project funded wholly or in part with VDSS grant funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 *CFR Part 22*).

- H. **OWNERSHIP OF MATERIAL:** Ownership of all data, material, and documentation originated and prepared for VDSS pursuant to any resulting contract shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by a sub grantee shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the sub grantee must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the sub grantee in the performance of its obligations under this grant shall be the exclusive property of VDSS and all such materials shall be remitted to the purchasing agency upon completion, termination, or cancellation of this grant. The sub grantee shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the applicant's obligations under this grant without the prior written consent of VDSS.

Any materials produced under this grant must bear a statement that the project was supported by the purchasing agency and identify the title of the funding source. The sub grantee agrees that any publication (written, visual, or sound, but excluding press releases newsletters, and issue analyses) issued by the sub grantee describing programs or projects funded in whole or in-part with federal funds, shall contain the following statement: *"Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of VDSS or the U.S. Department of Justice/U.S. Department of Health and Human Services."* The sub grantee also agrees that two copies of any such publication will be submitted to VDSS to be placed on file and distributed as appropriate to other potential sub grantees or interested parties. VDSS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub grantee.

- I. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** The applicant agrees to complete a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, prior to finalizing any financial agreements pursuant to 28 *CFR 67.510*. This includes consultants under any award.
- J. **SUPPLANTATION OF FUNDS:** The grantee shall not use any funds awarded under this grant to supplant state or local funds, and will use the funds to increase the amount of such funds that, in the absence of these funds, would be made available to promote healthy marriage and stable families.

- K. **AUDIT:** The grantee agrees to retain all books, records and other documents relative to this grant for five (5) years after final payment, or until audited by the Commonwealth, whichever is sooner. The sub grantee further agrees to comply with the organizational audit requirements of OMB Circular A-128, “Audits of State and Local Governments” or the Single Audit Act and OMB Circular A-133.

A grantee/contractor that exceeds \$500,000 or more in combined federal funding is required, at its expense, to have an independent grant audit performed annually in accordance with the Single Audit Act and OMB Circular A-133. A copy of all audits must be forwarded to VDSS within thirty days after receipt of the report by the institution or agency. The audit report shall be submitted no later than one year from the end-date of the grant award as stated on the Statement of Grant Award/Acceptance, and for each audit cycle thereafter, covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report.

- L. **CONTRACTOR AS INDEPENDENT CONTRACTOR:** During the performance of this contract, the grantee shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia or the purchasing agency. The sub-grantee/contractor shall be responsible for all its own insurance and federal, state, local, and social security taxes.

- M. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the VDSS. In the event that the sub grantee/contractor desires to subcontract some part of the work specified herein, the sub grantee/contractor shall furnish the VDSS the names, qualification, and experience of their proposed subcontractors. The Contractor shall remain fully liable and responsible for the work to be done by his subcontractors and shall comply with all requirements of the contract.

IX. METHOD OF PAYMENT

- A. **FISCAL ADMINISTRATION:** These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.

A statement of grant award/acceptance will be signed between VDSS and an authorized representative of the applicant organization upon award of the grant. Upon approval of the grant award, the sub grantee will be reimbursed for expenses on a quarterly basis according to the terms of the grant award. Therefore, sub grantees must be prepared to pay expenses as they are incurred and then submit expenditure statements/request for funds on a quarterly basis to VDSS for reimbursement. The sub grantee should allow 30 days from the time expenditure statements/request for funds are received by VDSS until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected.

The sub grantee will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the Commonwealth.

VDSS may elect to make payments via direct deposit (electronic data interchange – EDI). If this option is used, sub grantees must complete the Vendor Electronic Payment Information Form and the EDI Payment Agreement for Vendors.

B. **COMPENSATION:** Compensation to the sub grantee for delivered services shall be as follows:

1. The sub grantee shall be paid on a cost reimbursable basis.
2. Actual expenditures shall be invoiced pursuant to approved line item budget categories.
3. No amendments to the approved budget may be made without the prior written approval of VDSS. No more than two (2) budget amendments will be permitted during the grant period. Budget amendments must be requested in writing and be accompanied by a narrative. No budget amendments will be allowed after April 30th for grants operating on the State fiscal year (July 1 – June 30). No budget amendment will be allowed after August 31 for grants operating on the Federal fiscal year (October 1 – September 30).
4. All revenue from the sale of products derived through activities performed pursuant to this grant shall be reported to the purchasing agency and may be applied as an adjustment to defray costs for the purchasing agency.
5. The invoice period shall be quarterly. The sub grantee shall invoice VDSS each quarter on forms supplied by VDSS and shall submit an expenditure statement/request for funds and financial report showing no services delivered if that is the case in any invoice period. VDSS shall not be obligated to pay for services when the sub grantee fails to submit quarterly expenditure statements/request for funds and a financial report for such services within thirty (30) calendar days after the close of the quarter in which services were delivered. Expenditure statements/request for funds that are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the complete expenditure statement/request for funds and all supporting documentation.

6. If the sub grantee fails to correctly provide any services and/or reports as specified in the terms and conditions of the grant, and in the time period specified, the purchasing agency may withhold payment of expenditure statements/request for funds until said services and/or reports are provided. Failure to submit any required reports within the specified time period may result in revocation, termination or suspension of the contract. All services provided by the sub grantee pursuant to this grant shall be performed to the satisfaction of VDSS, and in accord with applicable federal, State and local laws, ordinances, rules and regulations. The sub grantee shall not receive payment for work found by VDSS to be unsatisfactory, or performed in violation of federal, State or local laws, ordinances, rule or regulations.

CERTIFICATION: I certify that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of all other federal and state laws and rules and regulations that apply to this award.

Authorized Representative of Applicant

Date

X. LIST OF ATTACHMENTS

- A. Cover Sheet and Project Summary Form
 - B. Itemized Budget Forms (B-1, B-2, B-3,B-4)
 - C. Project Work Plan
 - D. Outcomes and Performance Measures Summary
 - E. Assurances – Non-Construction Programs
 - F. W-9 Form
 - G. Proposal Check List and Definitions
 - H. Quarterly Progress Report Cover
 - I. Quarterly Progress Report (I-1,I-2,I-3)
 - J. Quarterly Financial Report/Reimbursement Invoice
 - K. Instructions for Completing Activities/Outcomes
-